

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

GESTURE TECHNOLOGY PARTNERS,
LLC,

Plaintiff,

v.

LENOVO GROUP LTD., LENOVO
(UNITED STATES) INC., and MOTOROLA
MOBILITY LLC,

Defendants.

Civil Case No. 6:21-cv-00122-ADA

**DEFENDANT LENOVO (UNITED STATES) INC.’S RESPONSES TO PLAINTIFF
GESTURE TECHNOLOGY PARTNERS, LLC’S
FIRST SET OF INTERROGATORIES (NOS. 1-11)**

Defendant Lenovo (United States) Inc. (“Lenovo US”) hereby responds to Plaintiff Gesture Technology Partners, LLC’s (“Gesture”) First Set of Interrogatories (Nos. 1-11) as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Lenovo US objects to each interrogatory, definition, and instruction to the extent that it seeks to impose duties or obligations on Lenovo US beyond those set forth in the Federal Rules of Evidence, Federal Rules of Civil Procedure and/or the Civil Local Rules, the Protective Order that will be entered in this case, the Order Governing Proceedings that will be entered in this case, or any other applicable rules or agreements that the parties have or may enter into in this case.

2. The following responses are based on information available as of the date of these responses. Discovery is not yet complete, and these responses are therefore subject to revision.

Interrogatory on the grounds that it is compound and contains multiple subparts. Lenovo US objects to this Interrogatory on the grounds that it seeks information better sought through document production and depositions in the case.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US is a wholly owned subsidiary of Lenovo Holding Company, Inc. Motorola is a wholly owned subsidiary of Motorola Mobility Holdings LLC. Lenovo Group Ltd. is the ultimate parent of both Lenovo US and Motorola. Lenovo US has no relationship with any of the remaining third parties listed in Interrogatory No. 1. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 2:

Describe Your activities, if any, in the state of Texas during the Relevant Time Period.

RESPONSE TO INTERROGATORY NO. 2:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly to the extent it seeks information regarding the entire state of Texas. Lenovo US objects to this Interrogatory on the grounds that it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory on the grounds that it is vague and ambiguous, particularly to the extent it requires Lenovo US to interpret the term “activities.” Lenovo US objects to this Interrogatory as seeking information protected by the attorney-client privilege and/or work product doctrines.

INTERROGATORY NO. 3:

Describe the process and guidelines to become a Lenovo US Service Provider and/or

Authorized Dealer along with methods and guidelines for determining the amount of payments for such Authorized Service Providers and/or Authorized Dealers.

RESPONSE TO INTERROGATORY NO. 3:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory on the grounds that it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly to the extent it seeks information without any geographic limitations. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts.

INTERROGATORY NO. 4:

Identify and Describe all of the entities, employees, agents, Authorized Service Providers, and/or Authorized Dealers, that sell, repair, market, or accept returns of, or sold, repaired, marketed, or accepted returns of in the Relevant Time Period, Lenovo US products related to the Accused Instrumentalities in the state of Texas, as well as an identification and description of the five persons (including when appropriate, but not limited to, any third parties) with the most knowledge regarding such repairs and sales, and identify any city, state, and country in which each resides, has employees, has operations, or conducts business.

RESPONSE TO INTERROGATORY NO. 4:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly

to the extent it seeks information regarding the entire state of Texas. Lenovo US objects to this Interrogatory to the extent it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory to the extent it seeks confidential information which would impinge on the protected right to privacy of individuals including, for example, residences of individuals employed by Lenovo US. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts. Lenovo US objects to the Interrogatory to the extent the information sought is publicly available.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US has no offices located in the Western District of Texas. Lenovo US has five Authorized Service Providers in the Western District of Texas:

- Intech Southwest Services, LLC (4778 Research Drive, San Antonio, TX 78240)
- Streamline Technical Services, LLC (2711 Oakmont Drive, Round Rock, TX 78665)
- Abacus Computers Inc. (6 Desta Drive, Suite 1350, Midland, TX 79705)
- BJ Associates of San Antonio (10823 Gulfdale, San Antonio, TX 78216)
- Computer Express (12758 Cimarron Path, Suite 104B, San Antonio, TX 78249)

Lenovo US' Authorized Dealers in the Western District of Texas can be found using its online "Find a Reseller" tool, available at <https://www.lenovo.com/us/en/landingpage/reseller-locator/>.

The persons most knowledgeable regarding the subject matter of this Interrogatory are Terry Morrison and Victoria Pawelkowski, who may be contacted through counsel for Lenovo US. Lenovo US reserves the right to amend or supplement this response as discovery and

inquiry continue.

INTERROGATORY NO. 5:

Identify all contracts and agreements with any and all Authorized Service Providers and Authorized Dealers as well as an identification and description of the five persons (including when appropriate, but not limited to, any third parties) with the most knowledge regarding such contracts and agreements, and identify any city, state, and country in which each resides, has employees, has operations, or conducts business.

RESPONSE TO INTERROGATORY NO. 5:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly to the extent it seeks information without any geographic limitations. Lenovo US objects to this Interrogatory on the grounds that it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts.

INTERROGATORY NO. 6:

Describe all payments that You have made to or received from Authorized Service Providers and/or Authorized Dealers (or anyone acting on or for their behalf) during the Relevant Time Period including, but not limited to, a description of the purposes of the payment, identification of the contract or agreement pursuant to which the payment was made, the timing of such payments, the total dollar amount paid over time, the individual amounts paid and when they were paid, and the identities of all entities sending, receiving, handling, or transferring payment, respectively.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US has no offices located in the Western District of Texas. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 8:

Identify whether Lenovo US maintains a registration with the Texas Secretary of State. If Lenovo US previously maintained a registration with the Texas Secretary of State, identify when Lenovo US first registered with the Texas Secretary of State and when its filing status was forfeited and any reasons for such forfeiture. Identify the five people most knowledgeable about maintaining Lenovo US's registration status in any state located in the United States.

RESPONSE TO INTERROGATORY NO. 8:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory on the grounds that it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory on the grounds that it seeks information that is publicly available. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US is incorporated in Delaware with its headquarters in North Carolina. Lenovo US has maintained a registration in the State of Texas since 2005, as required by Sec. 9.001 of Texas's Business Organizations Code. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 9:

Identify any employees, agents, contractors, proxies, or any other individuals under the control of Lenovo US, or any entity related to Lenovo US, who have worked, lived, or resided within the state of Texas during the Relevant Time Period, by stating their (a) full name, (b) address, (c) job title, and (d) whether they have worked remotely or in a commercial office space.

RESPONSE TO INTERROGATORY NO. 9:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly to the extent it seeks information regarding the entire state of Texas. Lenovo US objects to this Interrogatory to the extent it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory on the grounds that it is vague and ambiguous, particularly to the extent it requires Lenovo US to interpret the terms “entity related to Lenovo US” and “under the control of Lenovo US.” Lenovo US objects to this Interrogatory to the extent it seeks confidential information which would impinge on the protected right to privacy of individuals including, for example, residences of individuals employed by Lenovo US. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US has no offices located in Texas. Of the 4,347 employees that Lenovo US employs in the United States, 52 of those employees live and work remotely from homes in this District. Pursuant to Fed. R. Civ. P. 33(d), Lenovo US will also produce non-

privileged documents from which information responsive to this interrogatory may be ascertained. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 10:

Identify whether Lenovo US, or any entity related to Lenovo US, has paid in whole or in part, for office space for any individuals identified in Interrogatory Number 9 and whether such office is a commercial office space or an office within the individual's home, and identify whether any such individual's compensation includes any stipend, allowance, or other payment to fund any part of their remote work, including, but not limited to, office equipment, telephones, and vehicles.

RESPONSE TO INTERROGATORY NO. 10:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory as overbroad, unduly burdensome, and not proportional to the needs of this case or the issue of whether venue is proper, particularly to the extent it seeks information regarding the entire state of Texas. Lenovo US objects to this Interrogatory on the grounds that it seeks information irrelevant to any claim or defense made by any party in this action or the issue of whether venue is proper. Lenovo US objects to this Interrogatory on the grounds that it is vague and ambiguous, particularly to the extent it requires Lenovo US to interpret the term "entity related to Lenovo US." Lenovo US objects to this Interrogatory to the extent it seeks confidential information which would impinge on the protected right to privacy of individuals including, for example, residences of individuals employed by Lenovo US. Lenovo US objects to this Interrogatory on the grounds that it is compound and contains multiple subparts.

Subject to and without waiver of the foregoing general and specific objections, Lenovo

US responds as follows: Lenovo US does not own or lease any commercial space in the Western District of Texas. However, Lenovo US employees who work remotely may be eligible for reimbursement of a one-time home office set-up fee. Twelve Lenovo US employees in the Western District of Texas have received this one-time home office set-up fee. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 11:

Describe all bases for Your contentions that GTP “cannot satisfy the first prong of Section 1400(b)” and “cannot satisfy the first prong of Section 1400(b)” when You filed Your motion to dismiss (Dkt. 21).

RESPONSE TO INTERROGATORY NO. 11:

Lenovo US incorporates by reference its General Statement and Objections as though fully set forth herein. Lenovo US objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrines. Lenovo US objects to this interrogatory on the grounds that it is premature in that Gesture has not yet responded to Lenovo US’s Motion to Dismiss.

Subject to and without waiver of the foregoing general and specific objections, Lenovo US responds as follows: Lenovo US hereby incorporates its Motion to Dismiss in its entirety. Lenovo US reserves the right to amend or supplement this response as discovery and inquiry continue and/or based on Gesture’s response to Lenovo US’s motion to dismiss.